

AGREEMENT

Between

TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY

and

LOCAL NO. 866 a/w I.B.T.

January 1, 2001

to

December 31, 2003

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DESIGNATION OF PARTIES

THIS AGREEMENT, made this 15th day of August, 2001 by and between the Township of Cranford, Union County, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township".

and

LOCAL UNION NO. 866, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

ARTICLE 1

PREAMBLE

PURPOSE OF AGREEMENT

The Township and Union agree that the general purpose of this Agreement is to establish rates of pay, hours of work, procedures for adjustment of disputes and grievances, and other terms and conditions of employment.

ARTICLE 2

RECOGNITION

SECTION 1.

The Township of Cranford hereby recognizes the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 866 pursuant to the Public Employment Relations Commission Docket No. RO 828 as the exclusive representative for the purposes of collective negotiations with respect to terms and conditions of employment for all regular, full-time, permanent blue collar Employees, mechanics and custodians working in the Division of Public Works, but excluding the Superintendent of Public Works, Assistant Superintendent of Public Works, and also excluding all professionals, clericals and supervisors within the meaning of the Act and all other Employees of the Township.

SECTION 2.

The term "Bargaining Unit" as used herein shall pertain only to regular, full-time, permanent Employees as set forth hereinabove.

SECTION 3.

The term "Employee" as used herein shall mean Employee(s) working in classification(s) covered by the Agreement.

SECTION 4.

All references in this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees.

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1.

The Township hereby retains and reserves unto itself, except as otherwise provided for in this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement of which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights to:

- A. Management and administrative control of the operation of the Township and its properties and facilities and the activities of its Employees;
- B. Hire all Employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;

- C. Suspend, demote, discharge or take other disciplinary action for good and just cause;
- D. Determine the methods, means and personnel by which Township operations are conducted;
- E. Determine the content of job qualifications and duties;
- F. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies. The management and direction of the workforce shall be in the sole discretion and the sole responsibility of the Township, and except as otherwise provided herein, the Township retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the workforce; to subcontract; plan, direct and control the entire operations of the Division of Public Works; discontinue, consolidate or reorganize any department or division, transfer any or all operations to any location or discontinue the same in whole or in part; make technological improvements; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of Employees or transfers in the workforce, or requires the assignment of additional duties to the Employees in the workforce, or causes the elimination or addition of titles or jobs; determine the amount and frequency of overtime to be worked, and relieve Employees from duty for reasons of economy or for other legitimate reasons; and carry out the ordinary and

customary functions of management whether or not possessed or exercised by the Township prior to the execution of this Agreement, except as limited herein.

G. Management has the prerogative to afford an additional step increase over and above the normal step increase based on an outstanding performance evaluation.

SECTION 2.

All rights, powers, discretion, authority and prerogatives possessed by the Township prior to the execution of the Agreement, whether exercised or not, are retained by and are to remain exclusively with the Township, except as limited herein.

ARTICLE 4

NON-DISCRIMINATION

SECTION 1.

The Township and the Union agree that the provisions of this Agreement shall be applied equally to all Employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, union membership or non-membership, or political affiliation.

SECTION 2.

The Township and Union agree that neither the Township nor the Union shall interfere with the rights of Employees covered by the Agreement to be or not to be members of the Union; and that there shall be no discrimination, interference, restraint or coercion by

the Township or any of its representatives against any such Employee covered by this Agreement because of membership or non-membership in the Union or because of any lawful activity by such Employee permissible under law or this Agreement on behalf of the Union.

SECTION 3.

The Union, its members or agents, shall not discriminate against, interfere with, restrain or coerce any Employees covered by this Agreement who are not members of the Union.

ARTICLE 5

MAINTENANCE OF OPERATIONS

SECTION 1.

It is recognized that the need for continued and uninterrupted operation of the Township of Cranford is of paramount importance to the Township of Cranford and there should be no interference with such operations either by a strike or other job action by the Union or a lockout by the Township.

SECTION 2.

The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support nor will any of its members take part in any strike, work stoppage, slowdown, walk-out or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

SECTION 3.

The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such action by any other Employee or group of Employees of the Township, and the Union will disavow such action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

SECTION 4.

In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by a Union member shall entitle the Township to take disciplinary action including possible termination of the employment of such Employee or Employees.

SECTION 5.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity, or both, in the event of such breach by the Union or its members.

ARTICLE 6

SUPERVISORY EMPLOYEES

SECTION 1.

Supervisory Employees excluded from the Agreement shall be permitted to perform Bargaining Unit work in the following instances:

- A. To instruct or train Employee(s);
- B. Demonstrate equipment, methods or procedures;
- C. In emergencies;
- D. In circumstances where qualified or regular Employee(s) do not make themselves available for work or cannot perform the work;
- E. To do experimental work on a new job;
- F. In all other cases where a Bargaining Unit Employee is not displaced by such assignment of such Supervisory Employee.

Such work performance is not intended to deny overtime work to the Employee(s) covered by this Agreement.

SECTION 2.

In the event Employee believes that he is aggrieved by being required to perform work outside that covered by the Bargaining Unit, the Employee shall nevertheless perform such work, but may grieve the matter thereafter.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. PURPOSE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any Employee to discuss a matter informally with any appropriate member of his departmental supervisory staff.

SECTION 2. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union, at the request of and on behalf of an individual or group of individuals, or the Township.

SECTION 3. GRIEVANCE STEPS

- A. The Shop Steward shall represent the Employee at Step One. The Business Representative of the Union may represent the Employee at Steps Two and Three. Failure of the Township to respond to a grievance at any step within the time limits noted in the Agreement shall be deemed to be a negative response.
- B. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step 1.

- a. An aggrieved Employee(s) or the Union on behalf of an aggrieved Employee(s) shall institute action in writing under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Superintendent of Public Works for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on behalf of that individual or individuals.
- b. The Superintendent of Public Works shall render a decision within five (5) working days after receipt of the grievance.

Step 2.

- a. In the event a satisfactory settlement has not been reached, the Employee or the Union shall, in writing and signed, file his grievance with the Township Engineer or his representative within five (5) working days following the determination by the Superintendent of Public Works.
- b. The Township Engineer or his representative shall render a decision, in writing, within ten (10) working days from the receipt of the grievance.

Step 3.

- a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination

of the Township Engineer or his designee, the matter may be submitted to the Township Administrator.

- b. The Township Administrator or his designee shall review the matter and make a determination within fifteen (15) working days from the receipt of the grievance.

Step 4.

- a. In the event the grievance is not resolved at Step Three, either party may, within ten (10) calendar days after the decision of the Township Administrator, file for arbitration in accordance with the rules and regulations of the New Jersey Board of Mediation.

SECTION 4. TOWNSHIP GRIEVANCE

- A. The Township may institute action under the provisions of this Article within five (5) working days after the event giving rise to the grievance has occurred by filing a grievance directly with the Union. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township.
- B. A meeting shall be held within ten (10) calendar days of filing said grievance between the representatives of the Township and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Township may within ten (10) calendar days thereafter file for binding arbitration in accordance with the

rules and regulations of the New Jersey State Board of Mediation and the provisions of the Grievance Arbitration Article.

SECTION 5.

Conferences shall be held at the Municipal Building.

ARTICLE 8

GRIEVANCE ARBITRATION

SECTION 1.

- A. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) calendar days after the decision in writing is given under the last step of the grievance procedure provided for in this Agreement. In the event either party fails to serve said written notice of desire to arbitrate within ten (10) calendar days of the date of the written decision handed down under the last step of the grievance procedure provided for in this Agreement, then the grievance shall be considered as abandoned at the last step of the grievance procedure.
- B. After receipt of a desire to arbitrate, the Township and Union shall attempt to agree on an arbitrator. If the Township and Union are unable to so agree within seven (7) working days, or within a longer period if mutually agreed upon, then the grieving party may submit the matter to the New Jersey State Board of Mediation requesting that an impartial arbitrator be selected in accordance with their rules and regulations.

- C. Only the Township or the Union shall have the right to submit a grievance to arbitration.

SECTION 2.

Unless otherwise agreed to by the parties, one (1) issue will be submitted to the arbitrator in each case.

SECTION 3.

- A. The arbitrator shall be bound by the provisions of this Agreement, restricted to the applications of the facts presented to him involved in the grievance, and limited to the interpretation of the Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of the Agreement. Furthermore, the arbitrator shall be bound by the laws of New Jersey and shall be without power to advise or direct the omission of any illegal act or acts beyond the legal authority of the parties.
- B. The decision of the arbitrator shall be final and binding on both parties.
- C. The arbitrator's fees and expenses shall be borne jointly by the parties to the Agreement. Any other expenses including but not limited to witnesses shall be borne by the individual party incurring same.

SECTION 4.

Arbitration hearing and conferences shall be held at the Municipal Building.

ARTICLE 9

DUES CHECK-OFF

SECTION 1.

The Township agrees to deduct dues for the Union from the wages of an Employee covered by this Agreement in accordance with N.J.S.A. 52:14-15.9E, as amended, provided that at the time of such deduction there is in possession of the Township a current "check-off authorization" form, individually and voluntarily executed by the Employee; said "check-off authorization" form to be provided by the Union. The Union shall be responsible for securing the signatures of its members on said forms and delivering same to the Township.

SECTION 2.

All sums deducted by the Township shall be remitted to the Treasurer, International Brotherhood of Teamsters, Local Union No. 866, not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.

SECTION 3.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall notify the Township by certified letter of any changes in union dues at least thirty (30) calendar days in advance of the effective date.

SECTION 4.

The Union shall indemnify and hold the Township harmless against

any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article.

ARTICLE 10

INSPECTION PRIVILEGES

A representative designated by the Union shall be permitted to visit Union members on Township property for the purpose of adjusting disputes and investigating working conditions only after prior notice to the Township of the proposed visit is made and after authorization is given by the Township, and further provided that said visit will not interfere with the conduct of Township business or with the duties of any of its Employees.

ARTICLE 11

JOB STEWARDS

SECTION 1.

The Township recognizes the right of the Union to designate one (1) job steward and two (2) alternate stewards selected from the Bargaining Unit. The authority of the job steward and alternates so designated by the Union shall be limited to, and not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;

B. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information: (1) have been reduced to writing; or (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdown, refusal to handle goods, or any other interference with the Township's business.

SECTION 2.

The job steward and alternates shall have no authority to take strike action or any other action interrupting the Township's business. The Township recognizes these limitations upon the authority of the job steward and alternates and shall not hold the Union liable for any unauthorized acts on the part of the aforementioned individuals. The Township shall have the authority to impose discipline, including discharge, in the event the job steward or any alternates have taken strike action, slowdown or work stoppage in violation of this Agreement or law.

SECTION 3.

The job steward or alternates will be permitted to investigate, present and process grievances without loss of regular straight-time pay provided prior arrangements are made with the Superintendent of Public Works or his designee, and further provided that there is no interference with the conduct of Township business.

SECTION 4.

No Union member or officer or job steward shall conduct any Union business on Township time except as specified in this Agreement.

SECTION 5.

No Union meetings shall be held on Township time unless specifically authorized by the Township.

ARTICLE 12

NOTIFICATION TO UNION

In addition to notification provided for elsewhere in this Agreement, the Township will:

- A. Notify the Union in writing of all layoffs;
- B. Provide the Union semi-annually with an updated list of Employees covered by this Agreement indicating name, address, classification and social security number.

ARTICLE 13

UNION BULLETIN BOARD

SECTION 1.

The Township agrees to provide a bulletin board in a conspicuous place in each facility where Employees report to work.

SECTION 2.

This bulletin board may be utilized by the Union for the posting of Union announcements and other information of a non-controversial nature. The Superintendent of Public Works or his representative

may remove from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE 14

JOB CLASSIFICATION

The following shall be the job classifications under this agreement: Laborer/Driver, Sweeper Operator, Tree Trimmer, Assistant Mechanic/Welder, Equipment Operator, Shade Tree Foreman, Sewer Foreman, Construction Foreman, Road Foreman, and Mechanic. At least thirty (30) days before establishing a new classification, the Union will be provided a job classification sheet for the purpose of negotiating an hourly rate of pay.

ARTICLE 15

LAYOFF AND RECALL

In the event the Township reduces the workforce, the following procedure shall apply:

- A. Employee(s) will be given forty-five (45) calendar days notice prior to reduction of workforce due to lack of work or other economic reasons;
- B. Employee(s) shall be laid off in the order of least total employment seniority;
- C. A laid-off Employee shall have preference for re-employment for a period of two (2) years;

- D. The Township will rehire qualified laid-off Employee(s) in the order of greatest employment seniority.
- E. Notice of re-employment to an Employee who has been laid off shall be made by registered or certified mail to the last known address of such Employee. In order to take advantage of his preferential status, an Employee must affirmatively answer this notice of re-employment within five (5) calendar days. The Employee must return to work within ten (10) calendar days unless otherwise agreed to by the Township or extended by Township;
- F. An Employee returning from layoff may be required to take a physical examination from a Township physician, for which examination the Township shall pay;
- G. It is the responsibility of the Employee to keep the township advised of his current address;
- H. In the event of the Employee's refusal to work upon recall, or in the event the Employee is not reachable after reasonable efforts by the Township, his recall rights shall be terminated.

ARTICLE 16

POSTING AND PROMOTIONS

SECTION 1. POSTING

All new and vacant positions covered by the Collective Bargaining Agreement will be posted on the Union Bulletin Board for a period of fifteen (15) calendar days. An Employee applying for such

vacancy shall make the request in writing, signed by the applicant, and on forms provided by the Township, if available, to the Superintendent of Public Works or his designee, within the posting period.

SECTION 2.

Preference to fill job vacancies will be given to a Bargaining Unit Employee before hiring a new Employee.

SECTION 3. PROMOTIONS

The most senior qualified Employee who bids for a vacant position will receive a trial period. The trial period will be for a period of not less than ten (10) working days. For purposes of this Article, a working day will consist of a minimum of eight (8) hours of work. The job classification of Foreman and Mechanic will be handled in accordance with Section 5.

- A. The maximum trial period for a successful bidder will be ninety (90) working days;
- B. At the conclusion of the maximum working period, the Employee will either be returned to his former position or will receive appointment to the higher position;
- C. However, the Township reserves the right to terminate the trial period between the tenth (10th) and ninetieth (90th) working day and return the Employee to his former position in the event the Township in its sole discretion believes that the Employee is not qualified to do the job, provided such discretion is not exercised arbitrarily;

D. The Union and the Employee will be kept advised of the progress made in learning the new assignment. The Employee will be given assistance to successfully meet the requirements of the job. If the Employee fails to successfully meet these requirements within the probationary period, Employee shall be returned to his former classification and shall assume seniority and pay as though Employee had not left his old classification.

SECTION 4.

For the purpose of this Article the chain of promotion is as follows:

- A. Laborer/Driver. To obtain Step 2 Employee must have CDL license.
- B. Sweeper Operator
- C. Tree Trimmer
- D. Equipment Operator
- E. Assistant Mechanic/Welder
- F. Shade Tree Foreman; Sewer Foremen; Construction Foreman; Road Foreman
- G. Mechanic

SECTION 5.

The job classification of Foreman as listed in Section 4E, and Mechanic as listed in Section 4F will be filled by a candidate with the physical fitness and ability to perform the job to the Township's satisfaction. The determination of a candidate's fitness and ability shall be the responsibility of the Township.

SECTION 6. TRAINING

Management shall allow all personnel the opportunity to attend

training courses for a promotion opportunity as long as management determines that it will not adversely affect normal operations.

ARTICLE 17

PROBATIONARY PERIOD

SECTION 1.

The Probationary Period of Employment for an Employee hired shall be determined as follows:

- A. All Employees covered by this Agreement shall serve a Probationary Period of not less than a one hundred eighty (180) worked day period. The Probationary Period of an Employee may be extended for up to two additional thirty (30) worked day periods for a total of up to two hundred forty (240) worked days;
- B. During the aforementioned Probationary Period, the Township reserves the right to terminate a probationary Employee for any reason. Such termination shall not be within the scope of the Grievance Procedure of this Agreement;
- C. During the Probationary Period, the Employee(s) will be entitled to all other provisions of the Agreement.

ARTICLE 18

SAFETY

SECTION 1.

The Township shall not require, direct, or assign any Employee to

work under unsafe or hazardous conditions. The Employee upon discovering an unsafe or hazardous condition will immediately inform his supervisor. The supervisor will either determine and advise the manner in which the work can be performed safely or direct that the work stop.

SECTION 2.

Where protective devices are required for the safety of the Employee, the Employee must wear the safety devices while working or while in the required areas.

SECTION 3.

Employees will not be required to work within a six (6) foot radius around secondary and/or primary high tension electric lines.

SECTION 4.

Violation of Township safety rules and regulations subjects the offending Employee to disciplinary action, up to and including termination.

ARTICLE 19

SENIORITY

SECTION 1.

- A. An Employee must be a regular, full-time and permanent Employee in order to be eligible to accrue seniority;
- B. An Employee's seniority shall mean a total of all periods of employment within classifications covered by this Agreement since the date of permanent hiring. Seniority of an Employee who is reinstated after a period of layoff shall be continued retroactively exclusive of period of layoff.

SECTION 2.

An Employee shall lose seniority rights upon:

- A. Resignation;
- B. Discharge;
- C. Failure to report to work within the recall period noted in Article 15;
- D. Expiration of recall rights.

ARTICLE 20

SUSPENSION AND DISCHARGE

SECTION 1.

An Employee may be suspended, discharged, demoted or reprimanded for just cause only. Just cause shall include, but not be limited to excessive absenteeism, abuse of sick leave, poor work performance, failure to return from an approved leave and insubordination.

SECTION 2.

An Employee who is suspended or discharged will receive written notice thereof including reason(s) within two (2) working days of said action, and a copy of said notice will be forwarded to the Shop Steward and to the Local Union Office.

ARTICLE 21

HOURS OF WORK

SECTION 1.

A. Regular Work Schedule

The Township agrees to schedule each Employee for eight (8) hours of work each day and for forty (40) hours of work each week Monday through Friday inclusive. There shall be no split shifts. The scheduled hours of work are shown below:

7:30 a.m. to 4:00 p.m. ($\frac{1}{2}$ hour unpaid lunch period)

3:00 a.m. to 11:30 a.m. ($\frac{1}{2}$ hour unpaid lunch period)

The Township reserves the right to assign personnel classified as Sweeper Operator, Equipment Operator, Assistant Mechanic/Welder, and Mechanic to 3:00 a.m. to 11:30 a.m. at Township's option. However, the Township reserves the right to reschedule starting time to the extent of one-half ($\frac{1}{2}$) hour earlier or later than the time stated above. The starting time in effect on any Monday shall remain unchanged for the entire week.

B. Split Work Week

1. The Township reserves the right to institute a split work week which can include Saturday and Sunday as a regular workday, such as: (1) Tuesday through Saturday inclusive; (2) Wednesday through Sunday inclusive; (3) Saturday through Wednesday inclusive; or (4) Sunday through Thursday inclusive. Split work week will be used only for the purpose of staffing the Conservation Center.

The Superintendent of Public Works, after consultation with the Township Engineer, will have the discretion of determining the extent to which alteration of the work week will be put into effect.

2. An Employee who works Saturday and/or Sunday as part of their regular work week will be compensated an additional 0.50% weekend differential for Saturday and/or Sunday. An Employee who works Saturday and/or Sunday as part of the regular work week will be entitled to two other consecutive days off during the week. In the event Employee works on scheduled days off, the provisions of Overtime, Article 25, will apply. In the event Employee is taken off duty at Conservation Center on a Saturday and/or Sunday, the 0.50% weekend differential will still apply. An Employee who works a split work week will also be entitled to the same number of Holidays as the rest of the Bargaining Unit.
3. Selection of Employee(s) to work a split work week will be as follows: (1) current Employees on payroll as of January 1, 1998 who volunteer; (2) new Employee(s) hired on or after January 2, 1998; or (3) any combination of (1) and (2). In the event no Employee volunteers for the split work week, the failure to volunteer will have no negative effect on Employee's performance evaluation. If an Employee volunteers to work the split work week, the Employee is subject to one year duty on such assignment.

SECTION 2. MUNICIPAL BUILDING CUSTODIAL STAFF

- A. The normal work week for Municipal Building Custodial Staff shall consist of eight (8) hours per day and forty (40) hours per week, Monday through Friday. However, the Township reserves the right to set the starting and quitting time and to institute a split work week which can include Saturday and Sunday as a regular work day, such as: (1) Tuesday through Saturday inclusive; (2) Wednesday through Sunday inclusive; (3) Saturday through Wednesday inclusive; or (4) Sunday through Thursday inclusive. The Township Administrator shall establish the work day and work week.
- B. An Employee who works Saturday and/or Sunday as part of their regular work week will be compensated an additional 0.50% weekend differential for Saturday and/or Sunday. An Employee who works Saturday and/or Sunday as part of their regular work week will be entitled to two (2) other consecutive days off during the week. In the event the Employee works on scheduled days off the provision of Overtime, Article 25, will apply.

SECTION 3.

The Township shall allow a non-paid one-half ($\frac{1}{2}$) hour lunch period each day between the fourth (4th) and fifth (5th) hour of work.

SECTION 4.

In cases where continuous work is inevitable, all workers will be afforded the opportunity at 6:00 p.m. or 7:00 p.m. to enjoy their first meal break - personnel to be selected at prerogative of management.

SECTION 5.

The Township agrees to allow a paid one-half (1/2) hour lunch period whenever an Employee is required to work ten (10) consecutive hours, and an additional one-half (½) hour lunch period for each subsequent four (4) hours of work.

SECTION 6. MEAL ALLOWANCE

- A. The Township shall grant Employee(s) for each overtime period enumerated in Sections 3 and 4 of this Article, a meal allowance not to exceed \$9.00 in 2001, 2002, and 2003 for each overtime lunch period.
- B. In the event the Township releases Employee(s) to obtain meal service at an eating establishment, the Township shall be responsible for a meal allowance not to exceed \$9.00 in 2001, 2002 and 2003 if the Employee surrenders to the eating establishment a voucher authorization provided by the Township and the Employee shall be responsible for any and all other expenditures if the same are above the \$9.00 allowance in 2001, 2002 and 2003. The Township, in any event, shall not be responsible for sales tax as provided by law.

SECTION 7. LOCAL DISASTER EMERGENCIES

- A. Local Disaster Emergencies means an unusual incident resulting from natural or unnatural causes which endanger the health, safety or resources of the residents of the Township of Cranford.

- B. Declaration of Local Disaster Emergency shall mean a proclamation declaring a State, County or Local Disaster Emergency to exist issued by the Mayor or Township Administrator when a disaster or emergency has occurred or is imminent which threatens the lives, safety of persons or property of the residents of the Township of Cranford or requires response action by all or several municipal services beyond and/or outside ordinary operational activities or hours of Employees.
- C. Response - The Employee(s) agrees to carry out promptly all reasonable instructions issued by their supervisors and every Bargaining Unit member agrees to make himself available and to promptly answer the call to turn out for work in the event of emergencies declared by the Mayor of the Township of Cranford or by the Township Administrator in accordance with appropriate State statutes.

ARTICLE 22

PAYDAY

SECTION 1.

Employees will be paid by check every other week. Checks will be distributed during regular working hours.

SECTION 2.

When payday falls on a holiday, insofar as possible and practicable, Employees will be paid on the day preceding the holiday.

SECTION 3.

Upon request of the individual Employee, vacation pay will be paid, insofar as possible, on the payday prior to the start of the vacation period.

SECTION 4.

One week of regular, straight-time pay will automatically be held back from (1) each Employee hired on or after January 1, 1980; (2) each Employee returning to work after a layoff on or after January 1, 1980; and (2) such other payless periods regardless of reason, in such a manner so that there is always no more or no less than said one week "drag" of held-back pay.

ARTICLE 23

OVERTIME

SECTION 1.

The Township agrees to pay one and one-half (1 1/2) times the Employee's straight-time hourly rate of pay in the following instances:

- A. All hours spent in the service of the Township in excess of eight (8) hours in any twenty-four (24) hour period;
- B. All hours spent in the service of the Township on any Saturday or Sunday, except as provided in Article 21.
- C. All hours spent in the service of the Employer prior to the scheduled starting time upon approval of the Employer;

- D. The Township agrees to guarantee an Employee recalled to work after completing a normal day's work, on any day, Monday through Friday, a minimum of two (2) hours work or pay in lieu thereof. This provision is not applicable to an early call-in within two (2) hours before the Employee's normal starting time;
- E. All hours spent in the service of the Township on any Holiday, as listed in Holiday Article, in addition to eight (8) hours straight-time Holiday pay;
- F. An Employee required to report to work on either a Saturday, Sunday or Holiday shall be provided with a minimum of four (4) hours work on such day or four (4) hours pay at one and one-half (1 1/2) times Employee's straight-time hourly rate of pay, except as provided in Article 21.
- G. During emergency conditions where employees will be working past the 24th hour, any time after that will continue as the rate of time and one-half (1 1/2) the normal hourly rate.

SECTION 2.

- A. The Township must approve the assignment of all overtime work;
- B. There shall be no pyramiding of overtime.

SECTION 3. STANDBY PAY

- A. The Township may require an Employee to be on "Standby" call. The Township Engineer, Superintendent of Public Works, Assistant Superintendent of Public Works and the foremen, if qualified, will be given preference for working Standby. Standby assignment will be rotated equally as much as possible. Employee available

for Standby shall have the option to arrange for a qualified substitute to serve in Employee's place after prior notice to Township. The Township will develop criteria to establish eligibility requirements for non-foremen personnel to be qualified to be on Standby call. An Employee shall be assigned or reassigned to "Standby" as Township's discretion. The assignment or non-assignment of an Employee to or from Standby is not grievable.

B. An Employee on Standby will be paid:

1. Two (2) hours pay at straight time for each day for hours outside regular working hours Monday through Thursday; and
2. Four and one-half (4 1/2) hours pay at straight time for each twenty-four (24) hour period on Saturday, Sunday or Holiday or prorated for amounts of time less than twenty-four (24) hours;

C. As per past practice, the individual on standby will do the initial inspection of a site, but will first call in other Employee(s) to actually perform the work, if needed. In the event the standby individual is unable to contact another Employee, then that person is then entitled to perform the work and be paid in accordance with Overtime Article 25 as per current practice. The Sewer Division foreman is exempt from the above call-in procedure when on Standby.

D. The Township shall be responsible for preparing Standby policies and procedures.

ARTICLE 24

UNIFORMS

SECTION 1.

The Township shall provide at no cost to the Employee the following uniform:

5 pair trousers	1 summer weight jacket
5 shirts	1 winter weight jacket
5 tee shirts	

SECTION 2.

The Township shall also provide each Employee with the following gear in addition to protective clothing provided that the nature of the work performed requires the items for reasons of personal comfort and safety as determined by the Employer:

Safety hat	Safety glasses
Pair of boots	Gloves
Rain suit	Safety shoes
Jumpsuit	

SECTION 3. SAFETY SHOE ALLOWANCE

- A. The Township shall provide to each regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties an allowance of up to \$130.00 in 2001, 2002 and 2003 towards the purchase of approved safety shoes.
- B. The safety shoes shall be of a brand, quality and style approved by the Superintendent of Public Works or designated representative.
- C. Safety shoe allowance shall be paid on a reimbursement basis only if Employee purchases shoes from anyone other than the Township recognized vendor. Reimbursement shall be made in

accordance with the procedures as prescribed by the Township's Director of Finance. In any event, Employee shall be responsible for any difference in money over \$130.00 in 2001, 2002 and 2003.

D. Employee shall be responsible for the care and maintenance of this clothing/safety item, and shall wear these safety shoes only while on duty, and any safety shoes lost, destroyed or rendered unusable by the Employee through his own negligence will result in Employee being charged for their replacement.

E. The Township shall pay for the replacement or repair of the safety shoes damaged or destroyed in the line of duty.

SECTION 4.

The Township shall replace uniforms, protective clothing and other issued equipment on a fair wear-and-tear basis, the specific procedure for such replacement to be established by the Employer.

SECTION 5.

Under no conditions are Employees to use the uniforms for any purpose except for Township activities.

SECTION 6.

The Union will assist in the selection of the uniforms.

ARTICLE 25

WORKING AT DIFFERENT RATES

SECTION 1.

An Employee assigned to a position classification with a higher hourly rate of pay shall be paid the higher hourly rate of pay in

accordance with the following scheduled: Employees assigned at the start of the work day to a position classification with a higher rate of pay shall be paid the hourly rate for the full eight (8) hour shift regardless of whether or not the Employee works at the higher classification for the full day (unless he leaves voluntarily or goes home sick, vacation, etc.). Fifty cents (\$0.50) per hour minimum shall be paid for any part of the day worked out of one's classification.

SECTION 2.

An Employee will be given the opportunity to fill temporary vacancies from the next lower position classification in order of greatest total employment seniority, provided such Employee is trainable to do the work.

SECTION 3.

An Employee will not be transferred from a higher rate of pay for the sole purpose of avoiding payments under this Article.

ARTICLE 26

SEPARATION OF EMPLOYMENT

SECTION 1.

Upon discharge, the Employee will receive no later than the next pay period all monies to which he is entitled; that is, wages and pro-rata vacation pay.

SECTION 2.

Upon quitting, the Employee will receive no later than the next pay

period all monies to which he is entitled; that is, wages and pro-rata vacation pay, provided that the Employee has notified the Township at least two (2) weeks prior to such quitting.

ARTICLE 27

DENTAL INSURANCE

SECTION 1.

The Township shall provide to each Employee and the dependents of the immediate family a 50/50 Co-pay Basic, Prosthodontic and Orthodontic Benefits Plan with a maximum of one thousand dollars (\$1,000.00) per eligible patient per calendar year for Basic and Prosthodontic Benefits, and a lifetime maximum of five hundred dollars (\$500.00) per patient for Orthodontic Benefits.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

SECTION 3.

The Township further reserves the right to establish and administer a self-insurance dental fund or use a third party administrator provided that:

- A. Whether the Township self administers the Dental Plan Self Insurance Fund or uses a third party to administer the Dental Plan Self Insurance Fund, the dental benefits will remain the same; and

B. A representative of the Bargaining Unit will sit as a member of the Committee to explore, investigate and evaluate establishing a Dental Plan Self Insurance Fund prior to the establishment of said Dental Plan Self Insurance Fund.

ARTICLE 28

HOSPITALIZATION INSURANCE

SECTION 1.

The Township shall provide to each Employee and the dependents of the immediate family of Employee a Group Hospitalization, Medical Surgical, and Major Medical Plan at Township expense. The Township shall further provide to each Employee a Group Term Life and Accidental Death and Dismemberment Insurance Policy with double indemnity in the face amount of two thousand dollars (\$2,000.00) at no cost to Employee.

SECTION 2.

Effective January 1, 1998 all new hires shall be eligible only for HMO or PPO care at no cost. Twelve months prior to retirement an Employee may change health plans from HMO to Traditional but must pay one hundred percent (100%) of the difference between plans, provided that this provision will not apply as long as the Township participates in the State Health Benefits Plan. Employee must give at least twelve (12) months notice for this change and pay 100% of the differential.

SECTION 3.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE 29

PRESCRIPTION INSURANCE

SECTION 1.

The Township shall provide to each Employee and the dependents of the immediate family of Employee a ten dollar (\$10.00) Co-pay/No Contraceptives Prescription Plan at Township expense. Generic drugs will be a five dollar (\$5.00) Co-pay.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

SECTION 3.

The Township further reserves the right to establish and administer a Prescription Plan Self Insurance Fund or use a third party administrator provided that:

- A. Whether the Township self administers the Prescription Plan Self Insurance Fund or uses a third party to administer the Prescription Plan Self Insurance Fund, the prescription benefits will remain the same; and

B. A representative of the Bargaining Unit will sit as a member of the Committee to explore, investigate and evaluate establishing a Prescription Plan Self Insurance Fund prior to the establishment of said Prescription Plan Self Insurance Fund.

ARTICLE 30

PENSIONS AND LIFE INSURANCE

SECTION 1. PENSIONS

Each Employee shall be required to participate in the Public Employees Retirement System of New Jersey in accordance with the rules and regulations of the Division of Pensions, New Jersey Department of the Treasury.

SECTION 2. LIFE INSURANCE

Each Employee shall be eligible to participate in the Group Life Insurance Plan in accordance with the rules and regulations of the Division of Pensions, New Jersey Department of the Treasury.

ARTICLE 31

RETIREE MEDICAL BENEFITS

SECTION 1. COVERAGE AFTER SIXTY FIVE (65)

Each Retiree in the month Retiree celebrates sixty-fifth (65th) birthday will cease to be eligible to participate in the Township's contracted Group Hospitalization, Medical Surgical and Major Medical Insurance Plan.

SECTION 2. FOR EMPLOYEE RETIRING ON OR AFTER JANUARY 1, 1978

A. Eligibility

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties having: (1) accrued fifteen (15) or more years of creditable service as a full-time Employee of the Township of Cranford; (2) becomes eligible in all respects for pension benefits in accordance with rules and regulations of the Bureau of Public Employee Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retired on or after January 1, 1978; and (4) been awarded a pension shall be entitled to medical benefits while in retired status as set forth in this Section of the Article.

B. Hospitalization Insurance

The Township shall contribute towards a Group Hospitalization, Medical Surgical and Major Medical Plan(s) two and one-quarter percent (2 1/4%) of the monthly premium for each complete year of creditable service as a full-time Employee of the Township of Cranford for each Employee who retires on or after January 1, 1978 in a manner hereinabove set forth in Section 2A of this Article and the immediate dependents at time of retirement.

C. Dental Insurance

An Employee retiring on or after January 1, 1978 in a manner hereinabove set forth in Section 2A of this Article is entitled to continue in the Dental Insurance Plan as well as the eligible immediate dependents at time of retirement at Retiree's expense.

D. Prescription Insurance

An Employee retiring on or after January 1, 1978 is entitled to continue in the Township's Prescription Plan as well as the eligible immediate dependents at time of retirement at Retiree's expense. The Township reserves the right to bill for an additional reimbursement in the succeeding year of up to twenty-five percent (25%) of premium whenever the total claims of the prior year exceed the annual premium of prior year by up to twenty-five percent (25%). For example: Annual premium for year X is \$100.00; total claims for year X are \$119.00; and annual premium for year Y is \$125.00. Retiree in year Y would be billed \$125.00 for current year plus \$19.00 ($\$119.00 \div 100 = 119\% \times \$100.00 = \$119.00 - \$100.00 = \$19.00$) for year X's utilization in excess of premiums.

E. Medicare

Retiree and immediate family at time of retirement must, when eligible, enroll and be covered under Social Security (Medicare) Health Insurance Parts A and B in order to continue in Township's contracted Hospitalization Insurance Plan.

F. Coverage After Sixty-Five (65)

Retiree and spouse, after turning 65, can continue in Township's contracted plans under the conditions as set forth in Sections 2A and 2E of this Article. In the event Retiree precedes spouse in death and spouse has not remarried, the spouse and eligible immediate dependents may continue to participate in the

aforesaid Township contracted group plan(s) under the conditions as set forth in Sections 2A through 2E.

G. Other Coverage

In the event Retiree or spouse is eligible to participate in Hospitalization, Medical Surgical and/or Major Medical Plans through a place of employment, the Township shall have the option to terminate eligibility to participate in the aforesaid Township contracted plan(s).

H. Cash Match

In the event Retiree or spouse fails to remit his or her premium cash match to the Township's contribution, the Township shall have the option to terminate eligibility to participate in the aforesaid Township group contracted plan(s).

I. Direct Pay Program

The Township reserves the right to subscribe to and enter Retiree into a Community Direct Pay Program in lieu of Retiree being an Enrollee in Township Experience Rated Program.

SECTION 3.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar benefits are provided.

ARTICLE 32

LEAVE OF ABSENCE WITHOUT PAY

SECTION 1.

Leave of Absence without Pay in excess of five (5) working days shall be taken only with the permission of the Township Committee in accordance with the provisions of Personnel Ordinance No. 69-21, as amended. Employees on Leave of Absence without Pay shall not be eligible for benefits provided for in this Agreement during the absence.

ARTICLE 33

ADMINISTRATIVE LEAVE (PERSONAL LEAVE)

SECTION 1. DEFINITION

Each Employee actively at work performing assigned duties shall earn and accrue twenty-four (24) hours of Administrative Leave with pay in a calendar year. Administrative Leave may be used for:

- A. Emergencies;
- B. Observation of religious or other days of celebration, but not holiday;
- C. Personal business; or
- D. Other personal affairs.

Priority in granting such Administrative Leave shall be the same as hereinabove.

SECTION 2.

An Employee shall be granted Administrative Leave with pay according to the following schedule:

- A. For an Employee in the year of hire starting on or after January 1st, but on or before May 31st, eight (8) hours of Administrative Leave may be taken on or before May 31st and an additional sixteen (16) hours may be taken between June 1st and December 31st inclusive, or twenty-four (24) hours of Administrative Leave may be taken between June 1st and December 31st inclusive.
- B. For an Employee in the year of hire starting on or after June 1st, but on or before December 31st, sixteen (16) hours of Administrative Leave may be taken on or before December 31st inclusive.
- C. For an Employee in the second calendar year of employment or with one or more years of full-time service, twenty-four (24) hours of Administrative Leave may be taken between January 1st and December 31st inclusive.

SECTION 3. ADMINISTRATION

- A. Administrative Leave shall be granted by the Superintendent of Public Works or his designated representative upon request of the Employee provided that:
 - 1. Request is in writing;
 - 2. Request submitted at least three (3) working days in advance of the day Administrative Leave is to be taken;
 - 3. Superintendent of Public Works or designated representative responds in writing within twenty-four (24) hours approving or denying request;

4. Granting of Leave will not cause a serious manpower shortage or the canceling of planned work; for example, street paving; such determination to be made by the Superintendent of Public Works or designated representative.

In case of emergency, three (3) working days notice and other requirements may be waived subject to approval of Superintendent of Public Works or designated representative.

B. Where, within the Division of Public Works, there are more requests than can be granted for use of this Leave, the conflict will then be resolved on a first-come, first-serve basis; i.e., the time and date of filing of request.

SECTION 4.

Such Administrative Leave shall not accumulate beyond the calendar year in which earned, shall not run concurrent with Employee's holiday, sick or vacation leave, and Employee must take Administrative Leave on or before December 31st of the calendar year in which Administrative Leave is earned.

ARTICLE 34

BEREAVEMENT LEAVE

SECTION 1. BEREAVEMENT LEAVE

Bereavement Leave with pay, not to exceed three (3) days shall be granted by the Superintendent of Public Works to each Employee in the event of a death of a member of the immediate family; said Leave to commence on date of death and continue through day of

burial. Such Leave is intended to be used for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.

SECTION 2. IMMEDIATE FAMILY

Immediate family shall consist of father, mother, spouse, daughter, son, bother, sister, and, one time only, father-in-law and mother-in-law.

SECTION 3. ADDITIONAL BEREAVEMENT LEAVE

Each Employee shall be granted by the Superintendent of Public Works one (1) day of Bereavement Leave with pay to attend funeral of grandfather, grandmother, brother(s)-in-law, and sister(s)-in law.

SECTION 4. SPECIAL CIRCUMSTANCES

Under special circumstances, the Superintendent of Public Works, where he deems fit and proper, may grant additional time-off with pay to an Employee for attending funeral service only for a person other than a member of the immediate family as hereinabove set forth in this Article. Denial of such request shall not be the basis of a grievance.

ARTICLE 35

DISABILITY LEAVE

SECTION 1. DEFINITION

Disability Leave shall mean the absence from duty of an Employee because of illness or injury on-the-job as a result of and arising from employment with the Township.

SECTION 2. DISABILITY LEAVE DAYS

Whenever such an Employee is disabled through illness or injury as a result of and arising from employment with the Township as evidenced by a certificate of a physician and by qualification for Workers' Compensation, such Employee may be granted a Leave of Absence by the Township Committee with full pay as follows: Two (2) calendar weeks for each year of service, not to exceed fifty-two (52) weeks.

SECTION 3. DISABILITY BENEFITS ASSIGNMENT

During the period in which the full salary or wages of any Employee on Disability Leave is paid by the Township, any weekly compensation payments received by the Employee under the Township Workers' Compensation policy or Social Security Disability Benefits, or any other disability benefits provided by a program authorized by the Township shall be assigned to the Township.

SECTION 4.

Days lost through compensable disability shall not be charged against Sick Leave allowance.

SECTION 5. LUMP SUM AWARDS

Lump sum compensation awards for permanent disability shall not be deducted from the salary paid by the Township.

SECTION 6. BOARD OF PHYSICIANS

The Township also reserves the right to appoint a physician or Board of Physicians for the purpose of independent determination in cases of repeated disability absences or protracted periods of

disability illness, or other justifiable reasons as to whether an Employee is physically able to return to work or is physically able to carry out his assigned duties and remain on the workforce or such other duties as the Superintendent of Public Works and/or the Township Administrator may assign.

SECTION 7.

An Employee will be ineligible to receive Disability Leave compensation for an injury or illness as a result of and arising from employment with the Township during a period in which Employee is actively engaged in any vocation, occupation, business, profession, practice or pursuit for which Employee receives any compensation whatsoever. Nor can Employee engage in any non-work activity that could result in aggravating the injury or delaying the Employee's return to work. Failure to comply with this provision can result in loss of Disability Leave benefits and/or disciplinary action including termination of employment.

ARTICLE 36

HOLIDAY LEAVE

SECTION 1.

Each Employee shall be paid eight (8) hours pay without working for each day recognized as a Holiday in this Agreement for a total of thirteen (13) Holidays per calendar year.

SECTION 2.

The following days only shall be recognized as paid Holidays for Employees:

New Year's Day
Martin Luther King Jr.
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

SECTION 3.

- A. Any Holiday falling on a Saturday shall be celebrated the preceding Friday. Any Holiday falling on a Sunday will be celebrated the following Monday.
- B. On or before December 31st of every year, the Township Administrator shall, after consultation with the Employees, publish a Holiday Observance Schedule for the thirteen (13) above listed Holidays for the succeeding year; said Holiday Observance Schedule to be uniform for the Division of Public Works and Municipal Building Employees and to meet the operational needs of the Township. Said Holiday Observance Schedule shall be subject to the grievance procedure.
- C. For Employee whose regularly scheduled work week includes Saturday and/or Sunday, Holidays which fall during regularly scheduled work week or on an Employee's day off will be observed in such a way that the Employee will receive the same number of consecutive days off as though the Employee's regular work week were Monday through Friday. The Employee will also have the option to arrange a Holiday celebration schedule mutually acceptable to the Employee and the Division subject to the Township Administrator's approval.

SECTION 4.

An Employee on a Leave of Absence without Pay or on layoff is not eligible for Holiday Leave pay.

ARTICLE 37

JURY DUTY

SECTION 1.

Each Employee who loses time from his job because of Jury Duty certified by the Clerk of the Court, shall be paid by the Township the difference between his regular daily rate of pay and monies received from the Court up to a maximum of fifteen (15) work days over two (2) calendar year periods, subject to the following conditions:

- A. When jury service is completed prior to 1:00 p.m., the Employee is required to telephone the Township office and report to work if requested;
- B. The Employee must notify his supervisor immediately upon receipt of a summons for jury service;
- C. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

SECTION 2.

The provisions of this Article do not apply when an Employee voluntarily seeks Jury Duty service.

ARTICLE 38

MILITARY LEAVE

SECTION 1.

- A. An Employee enlisting, inducted or recalled into active service of the Armed Forces pursuant to the provisions of the Universal Military Training and Service Act, as amended, shall be granted all rights and privileges provided by the Veterans' Re-Employment Rights Act, as amended.
- B. The rights and privileges under the Veterans' Re-Employment Rights Act are to be applied the strictest interpretation and are to be construed that it is not the intent of the Township to provide any rights or to assume any duties, obligations, monetary or otherwise, other than rights, duties and obligations specifically set forth in the Veterans' Re-Employment Rights Act or other applicable Federal laws.

SECTION 2.

An Employee who is a member of the organized militia of the Army, Navy, Air Force, Marines or National Guard shall be granted fifteen (15) calendar days of leave each year to perform Annual Active Duty for Training or seventeen (17) calendar days if such Employee is assigned to Advanced Party Duty. Compensation paid by the Township for this period shall be limited to the difference between the base pay for Military Duty and the Employee's regular straight-time rate of pay. Township may request and receive proof of required service and of pay received by such Employee.

ARTICLE 39

SICK LEAVE

SECTION 1. DEFINITION

Sick Leave shall mean the absence from duty of an Employee because of illness, accident or other health cause making Employee unable to perform his normal duties.

SECTION 2. SICK LEAVE DAYS FOR EMPLOYEE HIRED ON OR BEFORE 12/31/79

Sick Leave for an Employee hired on or before December 31, 1979 shall be determined as follows:

- A. Where the service of an Employee is less than one (1) year, the Employee will be allowed one (1) day Sick Leave with pay for each full month of employment, available to the Employee only after he has accrued sufficient service.
- B. After one (1) full year of service, Employee will accrue a maximum of twelve (12.0) days or ninety-six (96.0) hours per year for absence due to bonafide illness. The twelve (12.0) days Sick Leave credit shall accrue to the Employee on each anniversary date of hiring.
- C. Unused Sick Leave accumulates with each year of service.

SECTION 3. SICK LEAVE DAYS FOR EMPLOYEE HIRED ON OR AFTER 01/01/80

Sick Leave for an Employee hired on or after January 1, 1980 shall be determined as follows: An Employee shall earn and accrue eight (8.0) hours of Sick Leave with pay for each full calendar month of employment for a maximum accumulation per annum of twelve (12.0) days or ninety-six (96.0) hours.

SECTION 4.

The Township will analyze the availability and desirability of instituting a wage continuation insurance plan for an Employee absent from duty and unable to perform assigned duties because of an illness, accident, job-related injury or other health causes making Employee unable to perform his normal duties.

SECTION 5. NOTIFICATION

All Sick Leave shall be reported to the Superintendent of Public Works on a form prescribed by the Township who shall in turn report in writing such absences to the Township Administrator and Director of Finance.

SECTION 6.

Every absence on account of sickness in excess of three (3) or more working days must be certified by a written statement from the attending physician.

SECTION 7.

The Township reserves the right to take reasonable steps to verify and certify absences due to illness. The Township also reserves the right to send a physician, visiting nurse or other appropriate official to report on the condition of the Employee.

SECTION 8.

The Township also reserves the right to appoint a physician or Board of Physicians for the purpose of independent determination in cases of repeated absences or protracted periods of illness, or other justifiable reasons as to whether an Employee is physically able to carry out his duties and remain on the workforce.

SECTION 9.

Sick Leave with pay will not be allowed under the following conditions:

- A. If an Employee, when under medical care, fails to comply with the order of the attending physician;
- B. If the opinion of the examining physician retained under Township authorization discloses the Employee's illness is willfully self-imposed;
- C. If the opinion of an examining physician retained under Township authorization declares the illness is not of sufficient severity to justify the Employee's absence from duty;
- D. If the Employee is unable to perform his duties because of illness, accident or other health causes resulting from employment other than with the Township;
- E. Malingering.

SECTION 10. ADDITIONAL SICK LEAVE

In unusual cases of prolonged illness, the Township Committee may, by resolution, grant Sick Leave at one-half (1/2) rate of pay to an Employee over the time allowed and available for use in Sections 2 and 3 hereinbefore set forth in this Article to a maximum of twenty-six (26) additional weeks, such pay to be reduced by any Social Security Disability benefits received or any other disability benefits received provided by a program authorized by the Township. No request for such Sick Leave shall be initiated until all other leave such as compensatory time, vacation time,

etc. is exhausted. Denial of approval of such request by the Township Committee shall not be the basis of a grievance.

SECTION 11. COMPLIANCE

Failure of an Employee to comply with any or all the provisions of this Article or other administrative procedures can result in loss of pay for days claimed and reported as Sick Leave for bonafide illness.

SECTION 12.

An Employee on Leave of Absence Without Pay, on layoff or extended Sick Leave shall not earn and accrue Sick Leave.

ARTICLE 40

TERMINAL LEAVE

SECTION 1. REGULAR TERMINAL LEAVE WITH 25 YEARS OF SERVICE

Each regular, full-time, permanent Employee in full pay status and actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of creditable service as a full-time Employee with the Township of Cranford; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Bureau of Public Employee Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retired; and (4) been awarded a pension, shall be entitled to Terminal Leave at the rate of two (2) days of pay at the then current daily rate of pay for each complete year of creditable service as a full-time Employee with the Township of Cranford.

SECTION 2. REGULAR TERMINAL LEAVE WITH 15 YEARS OF SERVICE

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties having: (1) accrued fifteen (15) or more years of creditable service as a full-time Employee with the Township of Cranford; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Bureau of Public Employee Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retired; and (4) been awarded a pension, shall be entitled to Terminal Leave at the rate of one and one-half (1 1/2) days of pay at the then current daily rate of pay for each complete year of creditable service as a full-time Employee with the Township of Cranford.

SECTION 3. ADDITIONAL TERMINAL LEAVE FOR UNUSED SICK LEAVE

Each regular, full-time, permanent Employee fulfilling the eligibility requirements hereinabove set forth in Section 1 of this Article and credited with unused accumulated Sick Leave as defined in the Sick Leave Article of this Agreement shall be entitled to apply one (1) such unused accumulated Sick Leave day for each four (4) days of unused accumulated Sick Leave days to Terminal Leave. However, no Employee covered under this Agreement shall be entitled to apply more than thirty-two and one-half (32 1/2) days of unused accumulated Sick Leave days to Terminal Leave.

SECTION 4. TERMINAL LEAVE FOR ACCIDENTAL DISABILITY PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates and is awarded an Accidental Disability

Pension by the Bureau of Public Employee Pensions, Division of Pensions, New Jersey Department of the Treasury, shall be entitled to two (2) days of Terminal Leave at the then current daily rate of pay for each complete year of creditable service as a full-time Employee with the Township of Cranford.

SECTION 5. PAYMENT OF TERMINAL LEAVE

The determination of whether the Terminal Leave will be compensated in time or cash shall be solely at the option of the Township. An Employee must have his application for retirement submitted and filed by December 31st of the year preceding the year of retirement in order to be considered for Terminal Leave compensation in cash. The Township reserves the right to determine whether Terminal Leave compensation will be paid in time, in cash or in the year subsequent to the year of retirement for an Employee who fails to submit and file his application by the December 31st date.

ARTICLE 41

VACATION LEAVE

SECTION 1. VACATION

The Township shall grant annual Vacation Leave With Pay to each Employee covered under this Agreement. Each Employee shall be granted Vacation Leave With Pay for each full calendar month and each complete anniversary year of continuous full-time service as an Employee of the Cranford Division of Public Works as follows:

A. Less Than One (1) Year

1. For an Employee starting on or after January 1st, but on or before May 31st, and after five (5) calendar months of continuous employment - five (5) working days in calendar year of hire;
2. For an Employee starting on or after January 1st, but on or before May 31st, and after ten (10) calendar months of continuous employment - ten (10) working days in calendar year subsequent to the calendar year of hire;
3. For an Employee starting on or after June 1st, but on or before December 31st, and after ten (10) calendar months of continuous employment - ten (10) working days.

B. More Than One (1) Year

<u>Amount of Service</u>	<u>Amount of Vacation Leave</u>
After completing 2 years	Ten (10) work days or eighty (80.0) work hours
After completing 5 years	Fifteen (15) work days or one hundred twenty (120.0) work hours
After completing 14 years	Twenty (20) work days or one hundred sixty (160.0) work hours
After completing 25 years	Twenty-five (25) work days or two hundred (200.0) work hours

SECTION 2.

An Employee shall earn and accrue Vacation Leave With Pay for each full calendar month and each complete anniversary year of continuous full-time service as an Employee of the Cranford Division of Public Works as follows:

<u>Amount of Service</u>	<u>Work Days/Hours Earnable And Accruable Per Calendar Month</u>	<u>Maximum Work Days/Hours Earnable And Accruable Per Anniversary Year</u>
0 Thru 4 Years (continuous)	1.0 work day or eight (8.0) work hours	Ten (10) work days or eighty (80.0) work hours
5 Thru 13 Years (continuous)	1.25 work days or ten (10.0) work hours	Fifteen (15) work days or one hundred twenty (120.0) work hours
14 Thru 24 Years (continuous)	1.75 work days or fourteen (14.0) work hours	Twenty (20) work days or one hundred sixty (160.0) work hours
Completion of 25th Year	2.25 work days or eighteen (18.0) work hours	Twenty-five (25) work days or two hundred (200.0) work hours

SECTION 3.

An Employee in order to be eligible for Vacation Leave With Pay must be in full-pay status, completed months or years of service must be continuous, and the number of months or years of continuous service shall be determined as of the most recent date of employment or first day of work as a full-time Employee in the Division of Public Works.

SECTION 4.

- A. An Employee hired on or after January 1st, but on or before May 31st, cannot take the first five (5) days of Vacation Leave until after completing five (5) calendar months of continuous service;
- B. An Employee hired on or after January 1st, but on or before May 31st, cannot take the ten (10) days of Vacation Leave until after completing ten (10) calendar months of continuous service;

- C. An Employee hired on or after June 1st, but on or before December 31st, cannot take the ten (10) days of Vacation Leave until after completing ten (10) calendar months of continuous service;
- D. An Employee cannot take Vacation Leave earned after completing two (2) years of employment until subsequent to the second (2nd) anniversary of date of employment.

SECTION 5. HOLIDAY DURING VACATION PERIOD

An additional day of vacation may be added to the vacation period if a holiday listed herein falls within the authorized vacation period or may be taken at a different time of the year at the Employee's option.

SECTION 6. SCHEDULING

- A. Vacations must be taken between January 1st and December 31st. All vacations are to be scheduled subject to the approval of the Superintendent of Public Works and Township Engineer. Vacation schedule requests are to be submitted to the Superintendent of Public Works no later than April 1st and to the Township Engineer not later than May 1st for review;
- B. Seniority within job classification shall be the basis for determining preference of vacation;
- C. Vacations will be scheduled at those times requested by each Employee in so far as possible and practical. However, because of the nature of the work and the requirement that there be an orderly performance and continuity of municipal services

maintained, it may be necessary to limit the number of Employees taking vacation at the same time or from taking vacations during particular times.

SECTION 7. SPLIT VACATION

- A. An Employee may request a "split" vacation subject to the approval of the Superintendent of Public Works and Township Engineer without recourse to the Grievance Procedure over such denial.
- B. An Employee may request a day of Vacation Leave in one-half (1/2) day increments, subject to prior approval of the Superintendent of Public Works, provided that a written request is made at least twenty-four (24) hours ahead of the day on which the one-half (1/2) day of vacation is to be taken. In an emergency, this twenty-four (24) hour notice may be waived.
- C. An Employee can request to take any combination of consecutive working days of Vacation Leave during the months of January through December. An Employee can be limited to ten (10) working days of Vacation Leave, including holidays, during the months of June, July, August and September, and the number of Employees on Vacation Leave at the same time during this period can be limited to no more than three (3) Employees.

SECTION 8. CARRY-OVER

An Employee may, upon written request to the Township Committee through the Township Administrator, be granted permission by the Township Committee to carry-over not more than five (5) working days of vacation to be used no later than April 1st of the succeeding year.

SECTION 9. NOTIFICATION

All Vacation Leave shall be reported to the Superintendent of Public Works on a form prescribed by the Township who shall in turn report, in writing, such absences to the Township Engineer and Director of Finance.

SECTION 10. SEPARATION FROM SERVICE

An Employee on Leave of Absence without Pay, on layoff or extended Sick Leave shall not earn and accrue Vacation Leave.

ARTICLE 41A

DEATH BENEFITS

Any regular, full-time, permanent Employee who dies while in the employ of the Township, then and in that event, their beneficiaries will receive payment for the following benefits earned and accrued by the deceased Employee:

- A. Accrued Sick Leave;
- B. Accrued Vacation Leave
- C. Accrued Holiday Leave;
- D. Accrued overtime hours for which compensation has not been received;
- E. Accrued Administrative (Personal) Leave; and
- F. Any such other benefits as may have accrued under the terms of this Agreement.

ARTICLE 42

COMPENSATION CLAIMS

SECTION 1.

- A. The Township shall provide Workers' Compensation Insurance or the equivalent thereof for each Employee for on-the-job injury arising out of or in the course of employment in accordance with N.J.S.A. 34:15 et seq., as amended.
- B. The Township agrees to cooperate toward the prompt settlement of Employee on-the-job injury claims when such claims are due and owing under provisions of N.J.S.A. 34:15 et seq. as amended.

SECTION 2.

In the event that an Employee is injured on the job, the Township shall pay such Employee his day's wages for the day lost because of such injury. An Employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at his applicable hourly rate of pay for the balance of his regular shift and such overtime pay he would have received had he not been injured.

SECTION 3.

An Employee who has been authorized to return to his regular duties after sustaining a compensable injury and who is required by the Workers' Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time provided it is reasonable and treatment cannot reasonably be scheduled at any other time.

SECTION 4.

An Employee will be ineligible to receive weekly worker's compensation benefits for an injury or illness as a result of and arising from employment with the Township during a period in which Employee is actively engaged in any vocation, occupation, business, profession, practice or pursuit for which Employee receives any compensation whatsoever. Nor can Employee engage in any non-work activity that could result in aggravating the injury or delaying the Employee's return to work. Failure to comply with this provision and/or worker's compensation policies, rules, regulations and laws can result in loss of weekly worker's compensation benefits and/or disciplinary action including termination of employment.

ARTICLE 43

LAVATORY FACILITIES

The Township agrees to maintain a clean sanitary washroom having hot and cold running water and toilet facilities in accordance with State statute.

ARTICLE 44

LIE DETECTOR TEST

The Township shall not require an Employee to take a polygraph or lie detector test or any other form of lie detector test.

ARTICLE 45

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 46

SPECIAL LICENSES

The Township agrees to pay the fee for the granting or renewal of any special licenses (other than driver's license) which an Employee is required by law to have in the performance of the duties and responsibilities covered by his job classification.

ARTICLE 47

DURATION

This Agreement shall commence as of January 1, 2001 and shall remain in full force and effect up to and including December 31, 2003. This Agreement shall continue in full force and effect from

year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Cranford, New Jersey on this 15th day of August, 2001.

LOCAL NO. 866, a/w I.B.T.

By:

Philip L. B...

J. Gulick

David L. T...

Dennis ...

John W. De...

TOWNSHIP OF CRANFORD,
UNION COUNTY, NEW JERSEY

By:

George J. Jörn
George J. Jörn, Mayor

Marlena A. Schmid
Marlena A. Schmid
Township Administrator

Approved as to form and content:

Robert F. Renaud

Robert F. Renaud
Township Attorney

Attest:

Rosalie Hellenbrecht
Rosalie Hellenbrecht
Township Clerk

SCHEDULE A

Rates of pay for all employees shall be in accordance with the following:

The hourly or annual rate of pay for a newly hired Employee shall be at least probationary, as determined by the Township Administrator. After the probationary period, the employee shall progress to Step 1 of the employee's job classification at the pay level for the year of the completion of probation. Thereafter, each employee shall, on the anniversary date of employment, move to the next step on the pay scale and receive, starting on the anniversary date and not before, the pay set forth for the step to which the employee moves and the year during which that move occurs. In other words, the employee shall receive the annual increase and move to the next step on the anniversary date, as determined by the Township Administrator. An Employee promoted to a higher position classification shall move to a step of the new position classification with the nearest higher rate and advance in step on the Anniversary Date of Promotion, as determined by the Township Administrator. For the 2001-2003 contract, employees in the Laborer/Driver classification in the 10-Step system shall move to the corresponding Step in the 6-Step system closest to their current pay rates as follows:

Old SystemNew System

Step 1
Step 2
Step 3
Step 4
Step 5
Step 6
Step 7
Step 8
Step 9
Step 10

Step 1
Step 1
Step 2
Step 2
Step 3
Step 4
Step 4
Step 5
Step 5
Step 6

No employee shall suffer a reduction in pay as a result of moving from the 10-Step system to the 6-Step system. An employee who would otherwise receive a reduction shall continue to receive the employee's current pay under the preceding agreement.

All provisions of this Schedule A are subject to the Working at Different Rates Article.

To attain Step 2 and above, an employee must have a CDL license. The pay rates for all employees for the years 2001, 2002 and 2003 will be as per the attached salary scale.

DRIVER/LABORER		2001	2002	2003	2000 MAX	2001	2002	2003
PROBATIONARY								
STEP 1	\$	12.75	\$ 13.20	\$ 13.66	\$ 20.87	\$ 21.60	\$ 22.36	\$ 23.14
STEP 2	\$	13.00	\$ 13.46	\$ 13.93				
STEP 3	\$	14.16	\$ 14.66	\$ 15.17				
STEP 4	\$	15.32	\$ 15.86	\$ 16.41				
STEP 5	\$	16.48	\$ 17.06	\$ 17.65				
STEP 6	\$	17.64	\$ 18.26	\$ 18.90				
	\$	18.82	\$ 19.48	\$ 20.16				
STREET SWEEPER OPERATOR		2001	2002	2003	2000 MAX	2001	2002	2003
STEP 1	\$	15.12	\$ 15.65	\$ 16.20		\$ 22.06	\$ 22.85	\$ 23.67
STEP 2	\$	16.29	\$ 16.86	\$ 17.45				
STEP 3	\$	17.48	\$ 18.09	\$ 18.73				
STEP 4	\$	18.65	\$ 19.30	\$ 19.98				
STEP 5	\$	19.85	\$ 20.54	\$ 21.26				
TREE TRIMMER ASST. MECHANIC/WELDER		2001	2002	2003	MAX 2000	2001	2002	2003
STEP 1	\$	15.62	\$ 16.16	\$ 16.73	\$ 21.80	\$ 22.56	\$ 23.35	\$ 24.17
STEP 2	\$	16.79	\$ 17.38	\$ 17.98				
STEP 3	\$	17.98	\$ 18.61	\$ 19.26				
STEP 4	\$	19.15	\$ 19.82	\$ 20.51				
STEP 5	\$	20.35	\$ 21.06	\$ 21.80				
EQUIPMENT OPERATOR		2001	2002	2003	MAX 2000	2001	2002	2003
STEP 1	\$	16.79	\$ 17.38	\$ 17.98		\$ 22.88	\$ 23.68	\$ 24.51
STEP 2	\$	17.98	\$ 18.61	\$ 19.26	\$ 22.11			
STEP 3	\$	19.15	\$ 19.82	\$ 20.51				
STEP 4	\$	20.35	\$ 21.06	\$ 21.80				
STEP 5	\$	21.36	\$ 22.11	\$ 22.88				

ORGANIZATION TABLE

DIVISION OF PUBLIC WORKS

